

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
AND  
SPACE EXPLORATION TECHNOLOGIES CORP.  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. SAA-RA-21-35607, DATED \_\_\_\_\_  
ANNEX NUMBER 01

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA White Sands Test Facility (WSTF) performing particle impact testing with Partner supplied materials and conditions.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e).

ARTICLE 2. RESPONSIBILITIES

A. NASA WSTF will use reasonable efforts to:

- (1) Collaborate with Partner to determine testing materials, matrix, and conditions relating to particle impact testing.
- (2) Execute Particle Impacts on customer supplied materials per agreed matrix and conditions.
- (3) Provide Partner with video and data files from the Particle Impacts executed under this Annex.

SpaceX will use reasonable efforts to:

- (1) Provide funding for requested testing activities.
- (2) Submit a request for Particle Impacts and collaborate with NASA to determine testing materials, matrix, and conditions.
- (3) Receive test video and data from the Particle Impacts executed under this Annex.

ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

Partner and WSTF to determine materials, conditions, and test matrix for Particle Impact testing.	Within (2) two weeks of Partner test request
WSTF conducts particle impacts on Partner specified materials per agreed testing matrix and conditions.	Complete at time determined and agreed upon by WSTF and Partner based on size and complexity of test matrix and conditions
WSTF Transmittal of Particle Impact data to Partner.	(2) two weeks after Particle Impact testing is concluded

#### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA estimated cost of \$76,381.68 for NASA to carry out its responsibilities under this Annex.

The Partner agrees to reimburse NASA an initial payment of \$59,237.83. Subsequent advance payments will be scheduled to ensure that funds are resident with NASA before Federal Obligations are incurred in support of this Agreement. In no event will NASA transfer any U.S. Government funds to Partner under this Agreement.

Each payment shall be marked with Johnson Space Center, WSTF Annex 1 under SAA-RA-21-35607.

B. NASA will not provide services or incur costs beyond the current funding. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Annex will be accomplished for the estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and have the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Annex be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within one year after completion of all effort under this Annex, and promptly thereafter, at Partner's option return any unspent funds to Partner or apply any such unspent funds to other activities under the Umbrella Agreement. Return of unspent funds will be processed via Electronic Funds Transfer (EFT) in accordance with 31 C.F.R. Part 208 and, upon request by NASA, Partner agrees to complete the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (SF 3881).

#### ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of two years.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

None

#### ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or one year from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

#### ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

#### ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

##### Technical Points of Contact

##### NASA White Sands Test Facility

Stephen Peralta

Mail Suite: RF

12600 NASA Road

Las Cruces, NM 88012

Phone: 575-524-5561

stephen.f.peralta@nasa.gov

##### Space Exploration Technologies Corp.

Aleksey Volodchenkov

Sr. Materials Engineer

1 Rocket Road

Hawthorne, CA 90250-6844

Phone: 818-826-1512

Aleksey.Volodchenkov@spacex.com

## ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

## ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
WHITE SANDS TEST FACILITY

SPACE EXPLORATION  
TECHNOLOGIES CORP.

BY: \_\_\_\_\_  
Jason E. Noble  
Director, White Sands Test Facility

BY: \_\_\_\_\_  
Julie Jiru  
Sr. Contracts Manager

DATE: \_\_\_\_\_

DATE: 16 Dec 2021